

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**ARTECH INFORMATION SYSTEMS,
LLC,**

Plaintiff,

v.

**PHILADELPHIA INDEMNITY
INSURANCE COMPANY,**

Defendant.

C.A. NO.

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NOTICE OF REMOVAL

TO: THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR
THE DISTRICT OF NEW JERSEY:

PLEASE TAKE NOTICE that defendant, Philadelphia Indemnity Insurance Company, by and through its undersigned attorneys, files this Notice of Removal pursuant to 28 U.S.C. §§1332 and 1441, removing the above-captioned case filed by plaintiff, Artech Information Systems, LLC, from the Superior Court of New Jersey, Law Division, Middlesex County. The grounds for removal are as follows:

CASE BACKGROUND

1. On or about February 13, 2020, the plaintiff, Artech Information Systems, LLC (“Artech”) commenced the instant action in the Superior Court of New Jersey, Law Division, Middlesex County, Docket No. MID-L-0970-20, against defendant, Philadelphia Indemnity Insurance Company (“Philadelphia”). A true and correct copy of the Complaint is attached as Exhibit A.

2. Artech seeks employment practices liability insurance coverage and other relief and damages from Philadelphia in connection with a claim asserted against Artech for violation of the New Jersey Law Against Discrimination, *N.J.S.A.* 10:5-1 to -49 (“NJLAD”) which is the subject of a July 26, 2018 civil action styled *Wafula v. Artech Information Systems, LLC et al.*, Superior Court, Law Division, Middlesex County, Docket No. MID-L-4457-18 (the “*Wafula* Action”). *Id.*

CITIZENSHIP OF PARTIES

3. The plaintiff, Artech is a for-profit limited liability company, organized and existing under the laws of the State of New Jersey with its principal place of business and “Global Headquarters” located at 360 Mt. Kemble Avenue, Suite 2000, Morristown, New Jersey 07960. Upon information and belief, Ranjini Poddar, Prabha Jhunjunwala, the Keshav Poddar Trust and the Megha Poddar Trust are the members of the plaintiff limited liability company. Upon information and belief, Ranjini Poddar is a natural person domiciled in the State of New Jersey. Upon information and belief, Prabha Jhunjunwala is a natural person domiciled in the State of Florida. Upon information and belief, the Keshav Poddar Trust is a traditional trust whose trustee is domiciled in the State of New Jersey. Upon information and belief, the Megha Poddar Trust is a traditional trust whose trustee is domiciled in the State of New Jersey.

4. For diversity jurisdiction purposes, Artech is a citizen of the State of New Jersey and the State of Florida pursuant to 28 U.S.C. §1332.

5. The defendant, Philadelphia Indemnity Insurance Company (“Philadelphia”), is a Pennsylvania corporation engaged in the insurance business with a statutory home office and its principal place of business located at One Bala Plaza, Suite 100, Bala Cynwyd, Montgomery County, PA 19004.

6. For diversity jurisdiction purposes, Philadelphia is a citizen of the Commonwealth of Pennsylvania, pursuant to 28 U.S.C. §1332.

7. There is complete diversity between plaintiffs and defendants pursuant to 28 U.S.C. §1332.

THIS REMOVAL NOTICE IS TIMELY

8. The Complaint was filed on February 13, 2020, and received by Philadelphia on February 25, 2020. A true and correct copy of the Service of Process Transmittal and Summons are attached as Exhibit B.

9. Pursuant to 28 U.S.C. §1446(b), “[t]he notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading...”

10. Thirty (30) days from service upon Philadelphia is March 26, 2020. As this Notice is being filed on or before that date, Philadelphia’s Notice of Removal is timely pursuant to 28 U.S.C. §1446(b).

AMOUNT IN CONTROVERSY

11. In this action, Artech seeks employment practices liability insurance coverage and other relief and damages from Philadelphia in connection with the *Wafula* Action wherein Ester Wafula asserts that Artech’s termination of her employment violated the NJLAD and seeks “(a) full compensation for back pay and benefits with full remuneration, with interest; (b) full compensation for front pay and benefits with full remuneration, with interest; (c) compensatory damages; (d) consequential damages; (e) liquidated and/or punitive damages; (f) pre-judgment interest; (g) her attorneys’ fees and costs with appropriate enhancement under *Rendine v. Pantzer*, 141 N.J. 292 (1995); and (h) such other relief which [the] court deems to be just and

equitable.” *See* Exhibit A, Complaint; *see also* a true and correct copy of the Complaint filed in the *Wafula* Action attached as Exhibit C.

12. In Count One, Artech asserts a cause of action against Philadelphia for declaratory judgment seeking a declaration that Philadelphia is obligated to “provide a defense and insurance coverage” to Artech in connection with the *Wafula* Action. *See* Exhibit A, Complaint at Count One.

13. In Count Two, Artech asserts a cause of action against Philadelphia for breach of contract based on Philadelphia’s “refus[al] to provide any defense or indemnity coverage for Artech with respect to the *Wafula* Action.” *Id.* at Count Two.

14. In Count Three, Artech asserts a cause of action seeking reformation of the prior and pending claim exclusion in the subject Philadelphia Policy. *Id.* at Count Three.

15. Artech seeks the following damages and relief in connection with the above claims:

- (a) a declaratory judgment in favor of Artech and against [Philadelphia] that [Philadelphia] is obligated to provide a defense and insurance coverage to Artech under the [Philadelphia] Policy with respect to the *Wafula* Action;
- (b) an Order declaring that [Philadelphia] is responsible for Artech’s defense costs and liability with respect to the *Wafula* Action incurred by Artech as of the date that Artech first provided notice to [Philadelphia] of the *Wafula* Action;
- (c) an Order reforming the Prior and Pending Claim Exclusion so as to require that Artech be aware of a pending litigation or demand before the Prior and Pending Date set forth in Item 5 of the Declarations Page in order for the Prior and Pending Claim Exclusion to potentially apply to bar coverage for the *Wafula* Action;
- (d) compensatory and consequential damages;
- (e) pre- and post-judgment interest;
- (f) attorney’s fees and costs of suit; and

(g) such further relief as [the] Court deems just and appropriate.

Id. at *ad damnum* clause.

16. It is believed, and therefore averred, that from a reasonable reading of Artech's Complaint that Artech alleges monetary damages in excess of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

REMOVAL PREREQUISITES HAVE BEEN MET

17. This action is one over which this Court has original jurisdiction under 28 U.S.C. §1332(a) and is one that may be removed to this Court by Philadelphia pursuant to 28 U.S.C. §§1441(a) and (b), in that it is a suit constituting a dispute between citizens of different states and the matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interest and costs.

18. The Notice of Removal has been timely made pursuant to 28 U.S.C. §1446(b).

19. Philadelphia has sought no similar relief with respect to this matter.

20. Concurrent with the filing of this Notice, Philadelphia is serving this Notice of Removal upon counsel for all parties, and will promptly file a copy of the Notice with the Middlesex County Clerk of the Superior Court of New Jersey.

WHEREFORE, Notice is given that this action is removed from of the Middlesex County Superior Court to the United States District Court for the District of New Jersey.

Dated: March 17, 2020

By: /s/ Robert D. Fischer, Esquire

Louis A. Bové, Esquire

Robert D. Fischer, Esquire

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